

SMARTCURRENTS FALL 2020 Sweepstakes Rules

OFFICIAL SWEEPSTAKES RULES AND DISCLAIMER

NO PURCHASE NECESSARY TO ENTER OR WIN. EACH PARTICIPANT'S CHANCES TO WIN WILL NOT IMPROVE BY A PURCHASE OF ANY KIND. ENTRY OF THE SMARTCURRENTS FALL 2020 SWEEPSTAKES CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES BY THE PARTICIPANT SUBMITTING THE ENTRY. VOID WHERE RESTRICTED OR PROHIBITED BY LAW.

PLEASE READ THESE OFFICIAL RULES CAREFULLY AS THE OFFICIAL RULES REQUIRE THAT PARTICIPANT WAIVES THE RIGHT TO A JURY TRIAL AND THAT DISPUTES ARISING OUT OF OR RELATING TO THIS SWEEPSTAKES BE RESOLVED ON AN INDIVIDUAL BASIS, RATHER THAN BY CLASS ACTIONS, AND LIMIT YOUR RIGHTS AND REMEDIES IN THE EVENT OF A DISPUTE.

- 1. SMARTCURRENTS FALL 2020 SWEEPSTAKES SUMMARY.** To celebrate the fall season and encourage participation in the SmartCurrents program, DTE Energy is hosting the SmartCurrents Fall 2020 Sweepstakes. Winning the Sweepstakes Prize (as defined below) is contingent upon Participant fulfilling all requirements set forth in these Official Rules ("Rules").
- 2. BINDING AGREEMENT.** Each person (each a "Participant" or "you") who submits an Entry (as defined below) during the below Sweepstakes Period is entering into the Sweepstakes, which is governed by these Rules. Each Participant should read these Rules before submitting the entry form to ensure Participants understand and agree. You are not eligible to receive the Prizes described in these Rules unless you agree to these Rules.
- 3. SPONSOR AND ADMINISTRATOR.** This Sweepstakes is sponsored by DTE Electric Company ("Sponsor") and administered by ICF Resources LLC. ("ICF" or "Administrator"). This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with any Social Media Site utilized by the Sweepstakes.
- 4. SWEEPSTAKES ENTRY PERIOD.** The Sweepstakes begins at 12:01 AM Eastern Standard Time ("EST") on November 5, 2020 and ends at 11:59 PM EST on November 19, 2020 ("Sweepstakes Period"). The Sponsor's clock shall be the official device for both the Survey and the Sweepstakes. PARTICIPANTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTION.
- 5. ELIGIBILITY – WHO MAY PARTICIPATE.** The Promotion is open only to individuals who at the time of entry (a) are legal residents of and domiciled in the state of Michigan and

(b) are at least 18 years of age. The following individuals are not eligible to participate: (i) employees of Sponsor, any of its subsidiaries or affiliate companies, or their advertising, marketing or promotional agencies; (ii) family members (spouse, parents, siblings, children and in-laws) of any individual referred to in clause (i); and (iii) persons living in the same household (whether or not related) with any person referred to in clause (i) or (ii) above. This Sweepstakes is subject to all federal, state, and local laws and regulations and is void (a) outside the State of Michigan, and (b) where prohibited by law. Any local, state, provincial or other government agency or any officials or employees thereof are not eligible to participate.

6. ("PRIZE(S)").

- Ten (10) winners will receive one (1) \$100 Visa® gift card. The approximate retail value ("ARV") of each gift card is \$100 USD.

7. WHAT STEPS ARE NEEDED TO ENTER AND WIN; NO PURCHASE NECESSARY.

- There are **two** ways to enter into this Sweepstakes during the Sweepstakes Period ("Entry"): Enroll in the SmartCurrents program online and install the new ecobee3 lite smart thermostat provided to you as part of your participation in the SmartCurrents program during the promotional dates and be automatically entered. Participants already participating in other DTE promotions or programs are eligible to enter.
 - To enroll in the SmartCurrents program online, use the following link: SmartCurrents: DTEEnergy.com/smartcurrents
- If you're interested in entering the Sweepstakes, but do not wish to enroll in the SmartCurrents program, or you try to enroll but are not eligible, or you enroll but do not install your new smart thermostat, please submit an entry by emailing SmartCurrentsOffer_Account@dteenergy.com with the Subject Line: "SmartCurrents Fall 2020 Sweepstakes."

Once selected, the winners will be asked to provide their First name, Last name, email address, and mailing address. No PO boxes are permitted. Participants must provide a valid email address. All required information must be included for the Entry to be eligible. Participants will be required to confirm that they have reviewed and agreed to the Official Rules as a condition of entering the Sweepstakes.

Limit one Entry per person per Sweepstakes Period. Entries will not be acknowledged or returned. Proof of sending or submitting an Entry will not be deemed proof of receipt by Sponsor or Administrators. Mechanically reproduced Entries will not be accepted.

8. ENTRY DEADLINE. All Entries must be received on or before the end of the Sweepstakes Period in order to be eligible to win the Prizes.

9. ODDS OF WINNINGS. The odds of winning the Prizes will depend on the total number Entries. Many will enter, ten (10) will win.

10. SELECTION OF SWEEPSTAKES WINNERS AND NOTIFICATION.

- This Sweepstakes will include a one-time only drawing ("Drawing") that will produce ten (10) winners. This Drawing will be held on or about [12/30/2020] through random drawings of Entries in the Sweepstakes.
- The Administrator will contact winners via the email the winners provided in their Entry. Participants should keep an eye on their incoming messages and make sure they reply within 48 hours to the message sent by the Administrator.
- If any potential winner fails to respond to Administrator's notification within 48 hours, the Sponsor and/or Administrator reserve the right to choose a different potential Sweepstakes winner based upon the same criteria listed above. In the event that no responses are received, no Prizes will be awarded.
- The Prizes may be forfeited and may be awarded to another Participant who is randomly selected if (i) any Prize notification or Prize is returned as undeliverable, (ii) the Administrator are unable to contact a potential winner within 48 hours of the first attempt to contact him or her, (iii) a potential winner fails to provide his or her contact information within 48 hours after notification by the Sponsor, (iv) a potential winner is determined by Sponsor or Administrator, in its sole discretion, to be ineligible, (v) a potential winner declines the Prize, or (vi) a potential winner is otherwise not in compliance with these Official Rules.
- The Prizes will be fulfilled within approximately five (5) to ten (10) weeks after the conclusion of the Sweepstakes. The Sponsor and Administrator are not responsible for any delay in awarding any Prize.
- DETERMINATIONS OF SPONSOR AND/OR ADMINISTRATOR ARE FINAL AND BINDING.

11. SUBMISSION REQUIREMENTS AND RESTRICTIONS. Each Participant must ensure that:

- The Entry:
 - o does not infringe any third-party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligations, or otherwise violate applicable laws
 - o does not include any private information of a third party such as name, address, phone number, email address, and other Personal Data
 - o does not contain the likeness of anyone who is or who appears to be under the age of 13 or anyone other than the Participant, unless the Participant has his or her (or parent's or legal guardian's) permission to do so for this Sweepstakes. The Participant must have permission from all recognizable people who appear in the Entry regardless of their ages. If requested, the Participant must be able to provide proof of such permission in a format acceptable to the Sponsor and/or Administrator.
 - o does not include material that violates another's rights (living or deceased), including but not limited to privacy or publicity
 - o does not disparage the Sponsor, Administrator or any other person or party affiliated with the Sweepstakes
 - o does not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous or other objectionable material.
 - o does not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.

- o does not contain any references to alcohol, tobacco, drug paraphernalia, firearms, or any description or representation thereof.
- o does not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Entry is created.
- o has not been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means.
- Participant warrants and represents that:
 - o the Entry is the Participant's own, wholly original work, and is the Participant's own creation and the Participant warrants that he/she has secured all necessary rights relating to its use and the use of the content in the Entry.
 - o the Entry verbal or written content (if any) is in English.
 - o photos are in either a .JPG, .JPEG, .PNG or .GIF file.
 - o the Participant has obtained any and all permissions, if any are required, prior to entry and that Participant may legally grant all permissions contained within these Rules to Sponsor.
 - o where the Entry is uploaded by a minor or includes a minor, the Participant: a) warrants that Participant is the parent/legal guardian of such minor and as such granted his/her permission for said minor to participate in the Sweepstakes and permits the use of such minor's name, likeness, biography, actions and contributions in the event that any Entry is submitted by or includes or references any person deemed and b) assumes all legal responsibilities under these Rules of any person deemed.
 - o the Participant has the requisite title, license, rights, consent, written permission and/or authority to grant the Sponsor, Administrator and their respective affiliates permissive use any person's name, likeness, biography, actions and contributions Participant submits as part of their Entry as delineated in Section 12 of these Rules.
 - o the Participant has the requisite title, license, and/or authority to grant the Sponsor, Administrator and its affiliates permissive use of said intellectual property as delineated in Section 12 of these Rules where the Entry contains an owner or licensor's intellectual property.

The Participant agrees that the interpretation of each of the above Restrictions shall be subject to the Administrator's or Sponsor's sole discretion. The Administrator and/or Sponsor are not responsible for any lost, late, incomplete, or other entries that do not comply with these Rules and it may be disqualified.

Sponsor will consider only one (1) Entry from each Participant. Any attempt by any Participant to receive more than the stated number of Prizes by using multiple/different email addresses, identities, registrations and logins, or any other methods, as determined by the Administrator or Sponsor in its sole discretion, may void all of that Participant's Submissions and that Participant may be disqualified from this Sweepstakes and any of the Sponsor's other promotions. In the event of a dispute as to the owner of any Entry, the authorized account holder of the email address will be deemed to be the Participant. The "authorized account holder" is the natural person assigned to an email account by the entity responsible for doing so. Each Participant may be required to show proof of being the authorized account holder.

CAUTION: ANY ATTEMPT BY ANY PARTICIPANT, PERSON, OR ENTITY TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL OR CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE,

WE RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

- 12. PERMISSIVE USE.** You grant the Sponsor, Administrator and any related affiliates or agents unlimited, worldwide, perpetual, irrevocable, and royalty-free right, license, privilege, and permission to record, copy, adapt, film, capture, use, license, transmit, broadcast, exhibit, project, publish, circulate, display, or otherwise exploit, any and all renderings of the Participant's Entry, name (including any and all nicknames, related names, and aliases), characters, biographies, artist's portrayal of characters, voice, image, likeness, visual representations, any and all attributes of the Participant's personality, and/or any and all of the Participant's acts, poses, actions, and appearances (collectively, "Name and Likeness"), and any ancillary use or derivative works on or in connection with any film, audio tape, video tape, audio-visual work, sound recordings, photograph, illustration, animation, broadcast, any derivative works or versions thereof in any media or embodiment now known or hereafter developed, throughout the world the way Sponsor or Administrator deems fit without any consideration or prior notice. Entries become the sole property of Sponsor.
- 13. ELECTRONIC COMMUNICATIONS.** By submitting the Entry, you agree to communicate for the purpose of the Sweepstakes with the Sponsor and/or Administrator electronically. Through your Entry submission, you (i) agree that your consent to these Rules is a binding form of your electronic signature and (ii) represent that you have Internet access and a valid email address enabling you access to information pertaining to the Sweepstakes and to receive communications and documents electronically. Your consent is effective unless and until you withdraw it in writing to SmartCurrentsOffer_Account@dteenergy.com.
- 14. TAXES. ALL TAXES, FEES, DUTIES, SURCHARGES, IF ANY, IMPOSED ON ANY SWEEPSTAKES PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNERS.** Each winner is solely responsible for ensuring that he or she complies with all the applicable tax laws and filing requirements. If a winner fails to comply with such laws, the Prizes may be forfeited and Sponsor may, in its sole discretion, select an alternative potential winner.
- 15. PRIVACY.** Participant acknowledges that they have read and accepted ICF's privacy statement and the terms and conditions outlined here. Participant acknowledges that they have read and accepted ICF's privacy statement and the terms and conditions outlined here. Participants agree that personal data including, but not limited to, name, email address, age, location, photo submission, and written submission ("Personal Data") may be:
- collected, processed, stored and otherwise used by the Sponsor and/or Administrator, or any party authorized by them for the purposes of conducting and administering the Sweepstakes or the Prizes, including Sponsor affiliates.
 - used by Sponsor or any party authorized by them, including Sponsor affiliates, to verify a Participant's identity, postal address and telephone number in the event a Participant qualifies for any applicable Prizes as well as to deliver the applicable Sweepstakes Prizes.

- used to fulfill additional terms of the Sweepstakes or to contact a Participant in response to any question submitted by such Participant.
- shared by the Sponsor or any party authorized to comply with the law or in the good faith belief that such action is necessary in order to conform to the requirements of law or comply with legal process served on Sponsor, and to protect and defend Sponsor's rights or property.

Additionally, we ask that you please keep in mind:

- The data processor is ICF as the Administrator and the data controller is ICF and data recipients are ICF.
- Participants have a right of access, modification and withdrawal of their Personal Data. You may withdraw your consent to electronic communication and delivery of documents, update your contact information, or request a free paper copy of these Rules at any time by contacting us as set forth in these Rules. We will send you a confirmation notice once we have processed your change request.
- Participants also have a right of opposition to the data collection, under circumstances. To exercise such rights, Participants may send a request to: DTE Energy, One Energy Plaza, Detroit, MI, 48226.
Or by email at: SmartCurrentsOffer_Account@dteenergy.com.

- 16. RIGHT TO CANCEL, MODIFY, OR DISQUALIFY.** If for any reason the Entry or Sweepstakes or any portion of either is not capable of running as planned due to technical or administrative problems, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the Sponsor's or Administrator's reasonable control which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes or any portion of either.
- 17. NO WARRANTY.** The Sponsor, Administrator, and any related affiliates make no warranties or representations whatsoever relative to the quality, conditions, fitness or merchantability of any aspects of the Prizes. No transfer, substitutions or cash equivalent for Prizes will be allowed, except at the Sponsor's and/or Administrator's sole discretion. The Sponsor and/or Administrator reserve the right to substitute Sweepstakes Prizes, in whole or in part, of equal or greater monetary value if Sweepstakes Prizes cannot be awarded, in whole or in part, as described for any reason.
- 18. LIMITATION OF LIABILITY.** IN NO EVENT SHALL THE SPONSOR, ADMINISTRATOR OR ANY RELATED AFFILIATES, CLIENTS, PERSONNEL, DIRECTORS, OFFICERS, AGENTS, OR PRINCIPALS (PARTNERS, SHAREHOLDERS OR HOLDERS OF AN OWNERSHIP INTEREST, AS THE CASE MAY BE) BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, INCURRED BY PARTICIPANTS OR ANY THIRD PARTY, WHETHER BASED ON WARRANTY OR IN CONTRACT, TORT, OR OTHER LEGAL THEORY, AND WHETHER OR NOT ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, ARISING FROM THE SURVEY, THE SWEEPSTAKES PRIZES OR USE OF A SWEEPSTAKES PRIZE, EVEN IF THE SPONSOR OR ADMINISTRATOR HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES.

The Sponsor and/or Administrator are not responsible for: (i) lost, late, incomplete, invalid, illegible, unintelligible, damaged, altered, counterfeit, obtained through fraud, late, or misdirected entries, which will be disqualified; (ii) failed, partial or garbled computer transmissions; (iii) technical failures of any kind, including, but not limited to electronic malfunctioning of any network; or (iv) any technical, computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability or intervention, error, omission, interruption, detection, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the web site or otherwise whether caused by web site users or by any of the equipment or programming associated with or utilized in the Sweepstakes. The Sponsor and/or Administrator reserve the right, in their sole discretion, to disqualify any application not in compliance with these Rules.

Participants agree that the Sponsor and/or Administrator shall have no liability for unsuccessful efforts to notify any potential Sweepstakes winner, or for any injuries, losses, or damages by reason of the Participant's participation in the Sweepstakes.

19. **INDEMNITY.** By accepting a Prize, the winner agrees to release and hold harmless the Sponsor, Administrator and any related affiliates, clients, personnel, directors, officers, agents, or principals (partners, shareholders or holders of an ownership interest) from any and all liability, loss or damages arising from or in connection with awarding, receipt and/or use of a Prize or participation in Prize-related activities, and they shall have no liability for any injury, misfortune, or damage to either persons or property incurred by entering, participating in or winning the Sweepstakes.
20. **IN CASE OF DISPUTES.** The Sponsor and/or Administrator will interpret these Rules and resolve any disputes, conflicting claims or ambiguities concerning the Rules, and the Sponsor's and/or Administrator's decisions shall be final. If any provision of these Rules is found to be invalid by any court having competent jurisdiction the invalidity of such provision shall not affect the validity of the remaining provisions of these rules, which shall remain in full force and effect. The Sponsor and/or Administrator's reserve the right to modify or terminate the Sweepstakes or to make such other decisions regarding the administration or outcome as the Sponsor and/or Administrator deem appropriate.
21. **FORUM AND RECOURSE TO JUDICIAL PROCEDURES.** If there is any conflict between any promotional material and these Official Rules, the provisions of these Official Rules shall prevail. The resolution of any dispute shall be within Sponsor and/or Administrator's sole discretion. As a condition of entering this Promotion, except as prohibited by law, you agree that: (a) all causes of action arising out of or connected with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees or court costs. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection

with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than the State of Michigan. Any legal suit, action, or proceeding arising out of this Promotion or the applicable Rules shall be instituted exclusively in the courts of the State of Michigan, and the Participant(s), Sponsor and Administrator irrevocably submit to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and waives any objection based on improper venue or forum non conveniens.

22. WAIVER OF JURY TRIAL. THE PARTICIPANT(S), SPONSOR AND ADMINISTRATOR ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY THAT MAY ARISE OUT OF OR RELATING TO THESE RULES OR THIS SWEEPSTAKES IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, THE PARTICIPANT(S), SPONSOR AND ADMINISTRATOR IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE RULES OR THIS SWEEPSTAKES.

23. CONTACT.

Any queries shall be sent by mail to Sponsor at:

DTE Energy, One Energy Plaza, Detroit, MI, 48226.

Or by email at: SmartCurrentsOffer_Account@dteenergy.com.

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